

STATE OF TEXAS § PUBLIC IMPROVEMENT PARTICIPATION AGREEMENT
 § BETWEEN CITY OF ALLEN AND
COUNTY OF COLLIN § RIDGEVIEW DEVELOPMENT LLC

This **Public Improvement Participation Agreement** (“Agreement”) is made by and between the **City of Allen Texas** (the “City”), a Texas home rule municipality, and **Ridgeview Development LLC**, a Delaware limited liability company (d/b/a Ridgeview Homes LLC) (“Developer”), acting by and through their duly authorized representatives. City and Developer are collectively referred to herein as “the Parties” and separately as “Party.”

RECITALS:

WHEREAS, Developer is the owner of the Property; and

WHEREAS, Developer desires to develop the Property in accordance with the provisions of the Development Regulations; and

WHEREAS, in order to provide sanitary sewer service to the Property, among other public improvements, the Developer intends to construct approximately 1265 linear feet of an eight-inch (8”) sanitary line from North Texas Municipal Water District pipeline at Cottonwood Creek to the northern boundary of the Property, including an aerial crossing over the creek, in accordance with the Allen Land Development Code and as generally shown on **Exhibit “B”** hereto as Sanitary Sewer Line S-1 (“the Required Line”); and

WHEREAS, in order to accommodate the capacity of wastewater that City anticipates will be generated from the development of other property located near the Property, City desires the size of the Required Line be increased to an eighteen inch (18”) diameter sanitary sewer line (i.e. the Public Improvements), which will be constructed within the twenty foot (20’) sanitary sewer easement in the area depicted on the Plat of the Property and as shown on **Exhibit “B”** hereto; and

WHEREAS, notwithstanding the absence of a present need for the full amount of the public sanitary sewer capacity to be provided by the Public Improvements, City and Developer find it to be mutually advantageous to enter into this Agreement regarding City’s participation in the cost of construction of the Public Improvements providing for the desired over-sizing in order to avoid the need for future reconstruction of the Public Improvements when such capacity is required; and

WHEREAS, Texas Local Government Code §212.071, as amended, authorizes municipalities to participate in a developer’s costs of construction of public improvements related to the development of subdivisions within the municipality without compliance with Chapter 252 of the Texas Local Government Code, as amended.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein and other valuable consideration the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article I Term; Termination

1.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue until the Parties have fully satisfied all terms and conditions of this Agreement unless sooner terminated as provided herein.

1.2 Early Termination. This Agreement shall be terminated before the end of the Term provided in Section 1.1, above:

- (a) upon the written agreement of the Parties; or
- (b) if City elects to terminate this Agreement after Developer breaches any of the terms and conditions of this Agreement and such breach is not cured by Developer within sixty (60) days after receipt of written notice of the breach by City;
- (c) if Developer elects to terminate this Agreement after City breaches any of the terms and conditions of this Agreement and such breach is not cured by City within sixty (60) days after receipt of written notice of the breach by Developer; or
- (d) on the fifth (5th) anniversary of the Effective Date if Completion of Construction of the Public Improvements has not occurred by that date unless City agrees in writing to extend the Term for an additional period of time as determined at City's discretion.

Article II Definitions

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

"As-Built Plans" means one or more sets of the Approved Plans that have been amended or revised to reflect the actual installed location and condition of the Public Improvements, sealed by a licensed Texas professional engineer.

"ALDC" means the City of Allen Land Development Code, as amended.

"Approved Costs" means the total Construction Costs verified and approved by City.

"Approved Plans" means the plans and specifications relating to the design and construction of the Public Improvements, inclusive of any change orders thereto, as approved by the Director.

“Business day” means any day other than a Saturday, Sunday, a federal or state holiday or any other day in which City’s offices at 305 Century, Allen Texas, are not open to the public for the transaction of business.

“City Cost Participation” means the difference in the cost of materials and labor for the construction of the Required Line and the price of materials and labor for the construction of the Public Improvements as determined by the Contractor’s Bids as set forth in **Exhibit “C”**, which shall in no case exceed \$88,467.75. For purpose of determining the amount of the City Cost Participation, costs relating to the design of the Public Improvements, permit fees, sales and use taxes, indirect costs, overhead costs, construction management and/or development fees, real property acquisitions, financing costs, and all other costs associated with the design and construction of the Public Improvements that do not constitute labor and material costs are expressly excluded. Notwithstanding anything contained herein to the contrary, costs relating to inspection fees and material testing fees shall constitute labor and material costs that are included in the City Cost Participation.

"Completion of Construction" shall mean: (i) the Public Improvements have been substantially completed in accordance with the Approved Plans; (ii) the Public Improvements have been accepted in writing by the Director acting on behalf of City; and (iii) a full set of As-Built Plans has been delivered to the Director both on Mylar and electronically in a .pdf and AutoCAD file formats.

"Construction Cost" means solely the contracted price between Developer and its contractor for construction of the Public Improvements.

"Development Regulations" means the ordinances, regulations, and policies, adopted by City, as presently in effect and as adopted or amended after the Effective Date, which are applicable to the development and use of the Property, including, but not limited to, applicable provisions of City’s Code of Ordinances, as amended, the Allen Land Development Code, as amended, and the PD Ordinance, as amended..

"Director" means City's Director of Engineering, or designee.

"Effective Date" means the date this Agreement has been signed by authorized representatives of all Parties to this Agreement

"Force Majeure" means any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, terrorist act, or threat thereof, riot, civil commotion, insurrection, government action or inaction (unless caused by the intentionally wrongful acts or omissions of the party), fires, earthquake, tornado, hurricane, explosions, floods, strikes, slowdowns or work stoppages.

"Payment Request" means a written request for payment of the City Cost Participation prepared by or at the direction of Developer which sets forth the amount of the City Cost Participation to be paid for the work completed on construction of the Public Improvements,

inclusive of details of the types and quantities of materials installed and the costs related thereto, labor costs, and the detailed invoices related and other details reasonably requested by the Director to corroborate the amounts incurred by Developer for Construction Costs.

"PD Ordinance" means City of Allen, Texas, Ordinance No. 3490-6-17, enacted June 27, 2017.

"Property" means the real property described in **Exhibit "A"**.

"Public Improvements" means approximately 1265 linear feet of an eighteen inch (18") diameter sanitary sewer pipeline, with associated manholes and other appurtenances constructed in accordance with the Approved Plans at the location generally depicted in **Exhibit "B"** and identified thereon as Sanitary Sewer Line S-1.

Article III Design and Construction

3.1 Public Improvements to be Constructed. Subject to the terms and conditions set forth herein, Developer agrees to cause the Commencement of Construction and Completion of the Construction of the Public Improvements in substantial compliance with the Approved Plans and City's most current version of its standard design and construction specifications, that are effective as of the Effective Date, applicable to public sanitary sewer line construction, including, but not limited to, engaging all professionals and contractors necessary to accomplish the foregoing.

3.2 Inspection and Acceptance of the Public Improvements. The inspection and approval of the Public Improvements by City shall be conducted in the same manner as inspection and acceptance of other public improvements constructed and/or installed in association with the development of property in the City of Allen, Texas, pursuant to the ALDC, as amended, and the current policies and procedures of the City's Engineering and Community Development Departments. Developer shall dedicate to City on behalf of the public the easement(s) required for the construction and permanent operation of the Public Improvements pursuant to a final plat of the Property, or portion thereof, approved and recorded in accordance with applicable provisions of the ALDC (the "Plat"), which easement shall be limited to the twenty foot (20') sanitary sewer easement depicted on **Exhibit "B"** and the Plat as Sanitary Sewer Line S-1.

3.3 Affect of Approval of Construction Documents. No approval of designs, plans, and specifications by City shall be construed as representing or implying that the improvements built in accordance therewith shall be free of defects, and any such approvals shall in no event be construed as representing or guaranteeing that any improvements built in accordance therewith will be designed or built in a good and workmanlike manner. Neither City nor its elected officials, officers, employees, contractors, and/or agents shall be responsible or liable in damages or otherwise to anyone submitting plans and specifications for approval by City for any defects in any plans or specifications submitted, revised, or approved, any loss or damages to any person arising out of approval or disapproval or failure to approve or disapprove any plans or specifications, any loss or damage arising from the noncompliance of such plans or specifications

with any governmental ordinance or regulation, nor any defects in construction undertaken pursuant to such plans and specifications.

3.4 Indemnity Against Design Defects. Approval of the Director or other City employee, officer, or consultant of any plans, designs or specifications submitted by Developer under this Agreement shall not constitute or be deemed to be a release of the responsibility and liability of Developer, its engineers, contractors, employees, officers, or agents for the accuracy and competency of their design and specifications. Such approval shall not be deemed to be an assumption of such responsibility or liability by City for any defect in the design and specifications prepared by developer's consulting engineer, its officers, agents, servants, or employees, it being the intent of the Parties that approval by the Director of Engineering or other City employee, officer or consultant signifies City approval of only the general design concept of the improvements to be constructed. **For a period of three (3) years following Completion of Construction of the Public Improvements, Developer shall indemnify and hold harmless City, its officers, agents, and employees, from any loss, damage, liability or expense on account of damage to property and injuries, including death, to any and all persons which may arise directly out of any defect or deficiency in the Public Improvements directly related to the designs and specifications set forth in the Approved Plans, but only to the extent prepared or caused to be prepared by Developer and incorporated into any improvements constructed by Developer in accordance therewith, and Developer shall defend at Developer's own expense any suits or other proceedings brought against City, its officers, agents, employees, or any of them, on account thereof, to pay all reasonable expenses and satisfy all judgments which may be incurred by or rendered against them, collectively or individually, personally or in their official capacity, in connection herewith.**

3.5 Completion of Construction; Withholding Certificates of Occupancy. Developer acknowledges and agrees that the Public Improvements are to be constructed in association with the development of the Property concurrently with the construction of other public improvements required to be constructed pursuant to the provisions of the PD Ordinance and the ALDC. Developer further acknowledges and agrees that, to the extent the provisions of the ALDC, the PD Ordinance, and City's Code of Ordinances authorize the Director or other City employee to withhold the issuance of certificates of occupancy for buildings constructed on the Property pending the completion of construction and acceptance by the Director (on behalf of City) of public improvements constructed in relation to development of the Property, such authority shall extend to completion and acceptance by the Director of the Public Improvements.

3.6 Change Orders. All change orders with respect to the design and construction of the Public Improvements must be approved by the Director within three (3) business days of the Director's receipt of a written change order from Developer, which approval shall not be unreasonably withheld, conditioned or delayed. No change order shall result in the total City Cost Participation to exceed the maximum amount described in Section 3.8, below, unless the award of the contract for construction of the Public Improvements complies with Section 3.8.

3.7 Payment. City agrees to pay Developer the City Cost Participation after Completion of Construction of the Public Improvements and Developer has delivered a Payment Request to the Director for review and approval which approval shall not be unreasonably

withheld, delayed or denied. The Director shall approve or deny the Payment Request not later than ten (10) days after receipt of the Payment Request. In the event the Director denies the Payment Request, the Director shall provide detailed reasons for the denial. If the Director denies a Payment Request, Developer may submit an amended Payment Request, which shall be reviewed and considered for payment in the same manner as the original. City agrees to pay Developer all undisputed amounts set forth in the Payment Request not later than thirty (30) days after receipt of the Payment Request, and any disputed amounts resolved in favor of Developer not later than ten (10) days after resolution of such dispute. Notwithstanding anything contained herein to the contrary, City agrees that a Payment Request will not be denied if: (a) the Payment Request relates specifically to the items contained on **Exhibit "C"** attached hereto; and (b) City has inspected, approved and accepted the Public Improvements.

3.8 Maximum Participation. In no case shall the total of the City Cost Participation in the Public Improvements exceed thirty percent (30%) of the actual Construction Cost of all public streets, sidewalks, sanitary sewer mains, storm drainage facilities, and water mains associated with the development of the Property as required by the Development Regulations ("the Development Infrastructure")(which amount is estimated as of the Effective Date to be \$2.345 million) unless the contracts for construction of the Development Infrastructure have been procured and entered into in compliance with the applicable competitive sealed bid procedures set forth in Chapter 252 of the Texas Local Government Code, as amended.

3.9 Performance Bond. Prior to commencement of construction of the Public Improvements, Developer shall cause the contractor performing the work to execute a performance bond for the construction of the Public Improvements to ensure completion of construction of the Public Improvements, which bond shall be executed with a corporate surety in accordance with Chapter 2253, Texas Government Code. The amount of such performance bond shall be for the Construction Costs related to the construction of the Public Improvements and shall be on a form reasonably approved by City's City Attorney.

3.10 Responsibility for Permits. Developer shall be solely responsible, at Developer's cost, to obtain all necessary permits and permissions relating to the construction of the Public Improvements including, but not limited to (i) permits required, if any, from the North Texas Municipal Water District ("NTMWD") to allow connection of the Public Improvements to NTMWD's existing twenty-seven inch (27") sanitary sewer main located west of the Property as shown on **Exhibit "B"** and (ii) a Conditional Letter of Map Revision and/or Letter of Map Revision from the Federal Emergency Management Agency in relation to the aerial crossing of the Public Improvements as shown on **Exhibit "B"**, but only if such a letter is required by the Federal Emergency Management Agency after Developer has completed a flood study and such study has determined the necessity of such a letter. Notwithstanding anything contained herein to the contrary, if the flood study to be performed by Developer results in the Federal Emergency Management Agency determining that a Conditional Letter of Map Revision (CLOMR") or a Letter of Map Revision ("LOMR") is required for the Public Improvements, City acknowledges and agrees that such determination shall not be grounds for City: (a) prohibiting or denying Developer from proceeding with the development of portions of the Property not located within a designated floodplain; or (b) withholding the issuance of building permits or the issuance of certificates of occupancy for buildings constructed on portions of the Property not located within

a designated floodplain. Developer acknowledges and agrees that City retains the right to withhold issuance of building permits and/or certificates of occupancy with respect to the Property in accordance with the Development Regulations, which may include, but not be limited to, the failure to complete construction of the Public Improvements, even if such failure is related to the need to obtain any required LOMR or CLOMR.

Article IV Miscellaneous

4.1 Notices. When notice is permitted or required by this Agreement, it shall be in writing and shall be deemed delivered when delivered in person or on the date when placed, postage prepaid in the United States mail, certified return receipt requested, and addressed to the Parties at the address set forth below. A Party may designate from time to time another and different address for receipt of notice by giving notice of such change or address.

If intended for Developer to:

Ridgeview Development LLC
Attn: Lisa Cavell
1110 – 112th Avenue NE, Suite 202
Bellevue, Washington 98004

With Copies to:

Michael D. Hesse
Hesse & Hesse, PC
5560 Tennyson Parkway, Suite 250
Plano, Texas 75024

Zena Management Services LLC
Attn: Rob Betancur
218 West Wall Street
Grapevine, Texas 76051

In intended for City to:

City of Allen, Texas
Attn: City Manager
305 Century Parkway
Allen, Texas 75013

With Copies to:

Director of Engineering
City of Allen, Texas
305 Century Parkway
Allen, Texas 75013

Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith,
LLP
500 N. Akard, Suite 1800
Dallas, Texas 75201

4.2 Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and permitted assigns.

4.3 Assignment. Developer shall not assign or transfer its rights or obligations under this Agreement in whole or in part to any other person or entity without the prior written consent

of City, which consent will not be unreasonably withheld or delayed. Any assignment or transfer of any of the obligations under this Agreement by Developer will constitute an assumption by the assignee of such assigned obligations, without amendment, from and after the date of such assignment. Developer acknowledges and agrees that Developer shall remain responsible for the duties and obligations accruing to Developer prior to the date of any such assignment.

4.4 Severability. In the event any section, subsection, paragraph, sentence, phrase or word herein is held invalid, illegal or unconstitutional, the balance of this Agreement shall be enforceable and shall be enforced as if the Parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

4.5 Governing Law. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in a State Court of competent jurisdiction in Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

4.6 Entire Agreement. This Agreement embodies the entire Agreement between the Parties and supersedes all prior Agreements, understandings, if any, relating to the Property and the matters addressed herein and may be amended or supplemented only by written instrument executed by the Party against whom enforcement is sought.

4.7 Recitals. The Recitals to this Agreement are incorporated herein as part of this Agreement.

4.8 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

4.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

4.10 Headings. The headings of this Agreement are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereto.

(Signature Page to Follow)

SIGNED AND AGREED this _____ day of _____, 2017.

CITY OF ALLEN, TEXAS

By: _____
Peter H. Vargas, City Manager

ATTEST:

Shelley B. George, TRMC, City Secretary

APPROVED AS TO FORM:

Peter G. Smith, City Attorney

SIGNED AND AGREED this _____ day of _____, 2017.

RIDGEVIEW DEVELOPMENT LLC,
a Delaware limited liability company
(d/b/a Ridgeview Homes LLC)

By: _____

Name: _____

Title: _____

Exhibit "A"
Description of Property

BEING, a tract of land situated in the Francis Dosser Survey, Abstract No. 280 and the G. Phillips Survey, Abstract No. 701 in City of Allen, Collin County, Texas, being part of a 93.557 acre tract, as described in Doc. No. 98-0114031 and Doc. No. 98-0114030 in the Deed Records of Collin County, Texas, being more particularly described as follows:

BEGINNING, at a ½ inch iron rod found at the southwest corner of a 14.4615 acre tract, as described in Doc. No. 20160610000727330 in said Deed Records and being in the north line of Star Creek Phase Six, an addition to the City of Allen, as described in Doc. No. 2012-458 in the Plat Records of Collin County, Texas, and being in the south line of said 93.557 acre tract;

THENCE, South 88°48'03" West, along the south line of said 93.557 acre tract and the north line of said Star Creek Phase Six, at 678.98 feet, passing the northwest corner of said Star Creek Phase Six and the northeast corner of Star Creek Phase Two, an addition to the City Of Allen, as described in Doc. No. 2007-250, in said Plat Records, and continuing for a total distance of 717.34 feet, to a ½ inch iron rod found at the southwest corner of said 93.577 acre tract;

THENCE, North 25°18'27" West, departing the north line of said Star Creek Phase Two and with the west line of said 93.557 acre tract, for a distance of 241.02 feet, to a ½ inch iron rod found, in the east line of said Star Creek Phase Two;

THENCE, North 00°47'40" West, along the west line of said 93.557 acre tract and the east line of said Star Creek Phase Two, at 296.08 feet, passing the northeast corner of said Star Creek Phase Two, and continuing for a total distance of 819.72 feet, to a 5/8 inch iron rod found at the northwest corner of said 93.557 acre tract being in the south line of Ridgeview Drive, as described in Doc. No. 20120927001220490;

THENCE, North 48°20'57" East, along the north line of said 93.557 acre tract and the south line of said Ridgeview Drive, for a distance of 287.45 feet, to a ½ inch iron rod found;

THENCE, North 42°04'15" East, continuing along said lines, for a distance of 283.30 feet, to a ½ inch iron rod found on a curve to the right, having a radius of 940.00 feet, a central angle of 35°24'33", and a tangent of 300.08 feet;

THENCE, continuing along said lines and with said curve to the right for an arc distance of 580.93 feet (Chord Bearing North 71°58'36" East - 571.73 feet), to a ½ inch iron rod found at the point of tangency;

THENCE, North 89°40'53" East, continuing along said lines, for a distance of 1047.01 feet, to a ½ inch iron rod found, at the point of curvature of a curve to the left, having a radius of 5060.00 feet, a central angle of 02°22'12", and a tangent of 104.66 feet;

THENCE, continuing along said north and south lines for an arc distance of 209.29 feet (Chord Bearing North 88°29'47" East – 209.28 feet), to a ½ inch iron rod found;

THENCE, South 88°53'56" East, continuing along said lines, for a distance of 150.33 feet, to a ½ inch iron rod found;

THENCE, South 00°19'07" East, along the west line of said 14.4615 acre tract, for a distance of 140.46 feet, to a ½ inch iron rod found at an ell corner of said 14.4615 acre tract;

THENCE, South 88°48'03" West, along a north line of said 14.4615 acre tract, for a distance of 303.85 feet, to a ½ inch iron rod found at the most westerly northwest corner of said 14.4615 acre tract;

THENCE, South 01°11'57" East, along the west line of said 14.4615 acre tract, for a distance of 637.00 feet, to the POINT OF BEGINNING and containing 79.095 acres of land.

found;

THENCE, South 11°31'38" East, continuing along said east and west lines, for a distance of 150.33 feet, to a ½ inch iron rod found;

THENCE, South 07°42'48" East, continuing along said lines, for a distance of 255.35 feet, to a ½ inch iron rod found at the point of curvature of a curve to the right, having a radius of 3940.00 feet, a central angle of 06°54'51", and a tangent of 238.02 feet;

THENCE, continuing along said lines and with said curve to the right for an arc distance of 475.46 feet (Chord Bearing South 04°15'23" East – 475.17 feet), to a ½ inch iron rod found at the point of tangency;

THENCE, South 00°47'57" East, continuing along said lines, for a distance of 439.74 feet, to a ½ inch iron rod found in the north line of Star Creek Phase Four, an addition to City of Allen, as described in Doc. No. 2011-120, in said Plat Records and being the southeast corner of said 93.557 acre tract;

THENCE, South 88°48'03" West, along the south line of said 93.557 acre tract and with the north line of said Star Creek Phase Four, at 853.25 feet, passing a ½ inch iron found at the northwest corner of said Star Creek Phase Four and the northeast Corner of said Star Creek Phase Six, and continuing for a total distance of 1052.92 feet, to a ½ inch iron rod found at the southeast corner of said 14.4615 acre tract;

THENCE, North 01°11'57" West, departing said south line and along the east line of said 14.4615 acre tract, for a distance of 125.00 feet, to a ½ inch iron rod found;

THENCE, North 00°19'07" West, continuing along said east line, for a distance of 644.07 feet, to a ½ inch iron rod found at the most easterly northeast corner of said 14.4615 acre tract;

THENCE, North 45°19'07" West, along the north line of said 14.4615 acre tract, for a distance of 35.36 feet, to a ½ inch iron rod found;

THENCE, South 89°40'53" West, continuing along said north line, for a distance of 501.17 feet, to a ½ inch iron rod found;

THENCE, South 44°40'53" West, continuing along said north line, for a distance of 35.36 feet, to a ½ inch iron rod found at the most westerly northwest corner of said 14.4615 acre tract;

Exhibit "C"
Copy of Contractor's Bids

A TOTAL PROJECT COST - 8" SANITARY SEWER (LINE S-1, S-2, S-3, S-4 & S-5)

				KCK Utility Construction	
ITEM	DESCRIPTION	QTY	UNIT	COST/UNIT	TOTAL COST
1	8" Sewer (PVC)	3,005	LF	\$32.50	\$97,662.50
2	8" Aerial Crossing incl Piers and 20" Casing	1	LS	\$25,460.00	\$25,460.00
3	4' Diameter Drop Manhole	1	EA	\$4,750.00	\$4,750.00
4	4' Diameter Manhole	10	EA	\$610.00	\$6,100.00
5	4" Sewer Services	39	EA	\$491.00	\$19,149.00
6	Clean Out	1	EA	\$1,350.00	\$1,350.00
7	Remove Existing Manhole	1	LS	\$3.50	\$3.50
8	Testing	3,005	LF	\$3.41	\$10,247.05
9	Trench Safety	3,005	LF	\$0.10	\$300.50
TOTAL DEVELOPER SANITARY SEWER COST				SEWER TOTAL	\$165,022.55

B TOTAL 18" SANITARY SEWER (LINE S-1 Sta 0+00 - Sta 12+60.66)

ITEM	DESCRIPTION	QTY	UNIT	COST/UNIT	TOTAL COST
1	18" Sewer (PVC)	1,261	LF	\$62.00	\$78,182.00
2	18" Aerial Crossing incl Piers and 30" Casing	1	LS	\$39,500.00	\$39,500.00
3	5" Dia. Manhole	5	EA	\$5,600.00	\$28,000.00
4	Connect to Existing NTMWD Manhole	1	EA	\$4,425.00	\$4,425.00
5	4" Sewer Services w/ redvalve backflow	10	EA	\$1,835.00	\$18,350.00
6	Testing	1,261	L.F.	\$5.00	\$6,305.00
7	Trench Safety	1	L.S.	\$200.00	\$200.00
				SEWER TOTAL	\$174,962.00

C TOTAL 8" SANITARY SEWER (LINE S-1 Sta 0+00 - Sta 12+60.66)

ITEM	DESCRIPTION	QTY	UNIT	COST/UNIT	TOTAL COST
1	8" Sewer (PVC)	1,261	LF	\$36.30	\$45,774.30
2	8" Aerial Crossing incl Piers and 20" Casing	1	LS	\$25,460.00	\$25,460.00
3	4" Dia. Manhole	5	EA	\$3,525.00	\$17,625.00
4	Connect to Existing NTMWD Manhole	1	EA	\$4,400.00	\$4,400.00
5	4" Sewer Services std.	10	EA	\$464.00	\$4,640.00
6	Testing	1,261	L.F.	\$3.40	\$4,287.40
7	Trench Safety	1	L.S.	\$200.00	\$200.00
				SEWER TOTAL	\$102,386.70
CITY OF ALLEN OVERSIZING COST					\$72,575.30

CITY OF ALLEN COST/LF OVERSIZING	1261	LF	\$57.55
CITY OF ALLEN CMT COST/LF (\$7589/2223lf=\$3.41(44% upsize)=\$1.50	782	LF	\$1.50

D	CITY OF ALLEN PARTICIPATION COST - LINE S-1 STA 0+00 to 12+60.66	1261	LF		\$72,575.30
	CITY OF ALLEN INSPECTION FEE (3.2%)	3.20%	%		\$2,322.41
	CITY OF ALLEN CONSTRUCTION MATERIAL TESTING	782	LF		\$1,173.00
	CITY OF ALLEN ENGINEERING	6%	%		\$4,354.52
	CITY OF ALLEN CONTINGENCY	10%	%		\$8,042.52

E	TOTAL CITY OF ALLEN PARTICIAPTION COST				\$88,467.75
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